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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

U.S. DISTRICT COURT
2009 AUG -4 P 12: 29

**CHUCKS LLC d/b/a REAL BROTHER
COLLECTION,**

An Indiana Company,

Plaintiff

v.

ART ZULU, INC.

A New Jersey Corporation;

Defendant.

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} **Civil Action No.: 09-**
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}
} **COMPLAINT AND**
} **DEMAND FOR JURY TRIAL**
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Comes now Plaintiff, Chuks LLC d/b/a Real Brother Collection ("Plaintiff"), by counsel, Siddharth G. Dubal, and for its Complaint for Damages against Defendant, Art Zulu, Inc. ("Defendant"), states as follows:

I. NATURE OF ACTION

1. This is a civil action for damages against the Defendant in violation of the common law of New York.

II. PARTIES

1. Plaintiff is a for-profit corporation incorporated in the State of Indiana. Plaintiff maintains its offices at 7045 American Way, Suite C, Indianapolis, Indiana.

2. Defendant is a for-profit foreign business corporation incorporated in the State of New Jersey.

II. JURISDICTION AND VENUE

3. The Court has jurisdiction over this cause of action because diversity of the parties exists pursuant to 28 U.S.C. 1332. The amount in controversy, exclusive of fees and costs, exceeds the jurisdictional amount of \$75,000.

4. Venue is proper pursuant to 28 U.S.C. § 1391 in that Defendant is incorporated in the State of New Jersey.

III. FACTUAL ALLEGATIONS

5. Plaintiff is in the business of distributing a unique clothing line to retailers both domestically and internationally.

6. Defendant is in the business of manufacturing and supplying clothing lines as well as marketing schemes to distributors.

7. On or about November 11, 2005, Plaintiff entered into an agreement with Defendant in which Defendant agreed to manufacture, produce, and supply Plaintiff with a unique clothing line. In addition, Defendant agreed to provide Plaintiff with a particular marketing scheme which included the design of a website.

8. Plaintiff paid Defendant the sum of \$27,000 in consideration for Defendant's performance pursuant to the agreement.

9. Defendant breached the contract in that it supplied Plaintiff with clothing that was defective and contrary to the specifications agreed upon between the parties.

10. Plaintiff allowed Defendant an opportunity to cure the defect and fulfill Defendant's obligations under the agreement. To date, however, Defendant has failed to cure the defect and refused to do so.

VI. CAUSES OF ACTION

Count 1 – Breach of Contract

11. Plaintiff hereby incorporates the foregoing paragraphs one (1) through ten (10) of its Complaint as if fully set forth herein.

12. Defendant breached the agreement entered into by the parties.

13. Plaintiff has suffered, and will continue to suffer, damages as a result of Defendant's breach.

Count 2 – Tortious Interference

14. Plaintiff hereby incorporates the foregoing paragraphs one (1) through thirteen (13) of its Complaint as if fully set forth herein.

15. By virtue of its conduct, Defendant has intentionally and improperly interfered with contracts between Plaintiff and many of its customers. Defendant has intentionally and improperly interfered with the advantageous business and economic relations between Plaintiff and its customers, both existing and prospective.

16. Plaintiff has suffered, and will continue to suffer, damages as a direct and proximate result of Defendant's conduct.

Count 3 – Punitive Damages

17. Plaintiff hereby incorporates the foregoing paragraphs one (1) through sixteen (16) of its Complaint as if fully set forth herein.

18. Defendant acted intentionally, wantonly, recklessly, and with a total disregard for Plaintiff's rights.

19. As a direct and proximate result of Defendant's conduct, Plaintiff is entitled to recover punitive damages.

PRAYER FOR RELIEF


WHEREFORE, Plaintiff prays that the Court find in her favor and order the following relief:

- A. Order Defendant to pay Plaintiff compensatory damages;
- B. Order Defendant to pay Plaintiff consequential damages;
- C. Order Defendant to pay Plaintiff punitive damages;
- D. Order Defendant to pay Plaintiff treble damages;
- E. Order Defendant to pay Plaintiff its attorneys' fees, litigation expenses, and costs incurred as a result of bringing this action;
- F. Order Defendant to pay Plaintiff pre- and post-judgment interest; and
- G. Order all other monetary and/or equitable relief that the Court deems just and proper in the premises.

DEMAND FOR JURY TRIAL

Plaintiff, Chuks LLC d/b/a Real Brother Collection, by counsel, respectfully requests a jury trial for all issues deemed so triable.

DUBAL LAW OFFICES, LLC
Attorneys for Plaintiff
Chuks, LLC

By: 
Siddharth G. Dubal